

No. LAC-72/NTLA/1244.—Whereas the Governor of Haryana is satisfied that land specified below is needed by the Government, at public expense, for a public purpose, namely, for the planned development of Sector No. 27-B (Twenty-seven-B) in Ballabgarh-Faridabad Controlled Area in tehsil Ballabgarh, district Gurgaon, it is hereby declared that the land described under specification below is required for the aforesaid purpose.

This declaration is made under the provisions of section 6 of the Land Acquisition Act, 1894 to all whom it may concern and under the provisions of section 7 of the said Act, the Land Acquisition Collector, Urban Estates, Haryana, Sector 7, Faridabad, is hereby directed to take orders for the acquisition of the said land.

Plans of the land may be inspected in the offices of the following:—

- (a) Land Acquisition Collector, Urban Estates, Haryana, Sector 7, Faridabad.
- (b) Estate Officer, Town and Country Planning Department, Haryana, Sector 15-A, Faridabad.
- (c) Deputy Commissioner, Gurgaon.

SPECIFICATIONS

District	Tehsil	Village/ Locality	Area in acres	Rect./Killa Nos.
Gurgaon	Ballabgarh	Meola-Maharajpur, H.B. No. 4	1.59	6 13/2, 14, 15/1

(Sd.) . . . Secy.

The 25th September, 1972

No. TS/CIB/Exam/72-73/25573-C.—It is hereby notified that under rule 19 of the Haryana Boiler Operation Engineers' Rules, 1971, the first Examination for the grant of Certificate of Proficiency as Boiler Operation Engineer shall be held on 18th November, 1972 and on subsequent dates at 9.00 A.M. in the office of the Chief Inspector of Boilers, Haryana, Yamunanagar (District Ambala).

Prescribed applications forms and other details can be had from the office of the Chief Inspector of Boilers, Haryana, Yamunanagar (District Ambala).

The applications on prescribed form should reach the office of the undersigned on or before 18th October, 1972.

HARBHAJAN LAL,

Chairman,
Board of Examiners Haryana,
Yamunanagar.

This agreement made this 2nd Day of March, One thousand nine hundred and seventy-two between the Governor of Haryana (hereinafter called the "Government") of the one part and Messrs. Shree Saraswati Spinning Mills, a partnership industrial concern registered under the Indian Partnership Act, 1932, having its Registered Office at Birla Colony, Bhiwani (hereinafter called the "Mills") of the other part through Shri Kailash Chand^a Makharia, son of Shri P. D. Makharia, one of the partners, who is duly and expressly authorised to enter into this Agreement in terms of Special Power of Attorneys executed by the partners dated 9th February, 1972, 17th February, 1972 and 1st March, 1972.

Whereas this "Mills" represented to the Government that it was in need of a piece of land measuring 64 Kanals 10 Murlas fully described and delineated in the schedule hereto annexed and situate in village Bhiwani Jaunpur for the purposes of setting up quarters, school, playground, dispensary, etc. for industrial workers of the "Mills."

And whereas the Government being satisfied that setting up of quarters, school, playground, dispensary etc., for industrial workers of the Mills would be for a public purpose, acceded to the request of the Mills on the Mills giving an undertaking that the Mills and the sureties namely Sarvshri (1) Kishori Lal Maheshwari (2) Babulal Saboo shall enter into an agreement as hereinafter mentioned ;

And whereas the Government on acceding to the request of the Mills intended to acquire under the provisions of Part II of the Land Acquisition Act, 1894, for a public purpose, the piece and parcel of land, described and delineated in the Schedule hereto annexed and situated at village Bhiwani Jaunpal, Tehsil Bhiwani, District Hissa. ;

And whereas the sureties in consideration the Government acquiring land for the Mills also have agreed to stand surety and to guarantee the payment of the compensation, interests, costs, damages, and all other incidental charges in respect of the acquisition of the aforesaid land :

Now, therefore, this agreement witnesses as follows :—

1. That the Mills shall pay to the Government before the said land is transferred to the Mills the compensation of land as determined by the Collector under the Land Acquisition Act, 1894 along with interest, if any, due thereon and upon such payment by the Mills, the Government shall execute and do all such acts, deeds, matters and things as may be necessary or proper for effectively vesting the said land in the Mills.
2. That if a reference is made to the court and the compensation in respect of the aforesaid land is enhanced by the Court on such reference or on appeal, further appeal or otherwise the Mills shall pay the difference between the compensation of the land as determined by the Collector and the amount finally enhanced by such court on reference, appeal, further appeal or otherwise inclusive of all costs of the proceedings, pleaders, fee, interest or the other sum which Government is to pay or obliged to pay and any amount so payable by the Mills to the Government shall be a first charge on the aforesaid land and the buildings constructed or to be constructed thereon.
3. That if on a reference made to the court the compensation awarded by the Collector is decreased by such court or on appeal, further appeal or otherwise, the Government shall refund the amount equal to the difference between the compensation determined by the Collector and the amount finally awarded by such court on reference, appeal, further appeal or otherwise.
4. That the terms upon which the said land shall be held by the Mills are :—
 - (a) that the land shall not, except with the previous sanction of the Government be used for any purpose other than for which it has been acquired ;
 - (b) that the Mills will utilise the said land within a period of two years from the date of the execution of the conveyance deed in its favour ;
 - (c) that the Mills shall pay from the date of delivery of possession of the said land to the Mills, all such rents, terms, land revenue or such charges that are payable or that may hereafter be payable, or in respect of the said land any buildings and structures thereon, under any law that is in force or that may hereafter be enforced ;
 - (d) that the Mills shall not transfer by way of sale, gift, exchange, mortgage or otherwise the said land or the buildings constructed thereon or any right, title or interest therein without the prior written permission of the Government, such permission not be unnecessarily withheld ;
 - (e) that in the event of the Mills being wound up or fails to comply with other terms and conditions of this agreement the land shall be liable to be resumed and taken by the Government on repayment to the Mills of the amount of the award as finally settled less 15 per cent awarded for compulsory acquisition, or the estimated market value of the land at the time of resumption whichever be less and if there are any buildings on the land the said buildings on payment of estimated value at the time, or direct the Mills to remove the same at its own cost within such time as may be allowed by the Government.
5. That the sureties agree and declare that in case the Mills fails to pay to the Government the amount payable by it by virtue of these presents or commits breach of any of the terms and conditions of this agreement they shall be jointly and severally liable for the payment of all moneys due and payable to the Government by the Mills under this agreement.

Provided that the liability of the sureties hereunder shall not be impaired or discharged by reasons of time being granted or for any forbearance, act or omission of the Government or of any person authorised by it whether with or without the consent or knowledge of the said sureties nor shall it be necessary for the Government to sue the Mills before suing the sureties for amounts due under this agreement.

6. That all disputes and differences arising out of or in any way touching or concerning this agreement whatsoever shall be referred to the sole arbitration of the Director of Industries, Haryana, acting as such at the time of reference. It will be no objection to such appointment that the arbitrator so appointed is a Government servant, that he had to deal with the matters to which this agreement relates in the course of his duties as such Government servant. The award of such arbitrator shall be final and binding on the parties to this agreement.

That all the costs and expenses of and incidental to the preparation and execution of this agreement shall be borne by the Mills.

In witness whereof the seal of the Mills has hereto been affixed and the agreement executed for and on behalf of the Mills through Shri K. C. Makharia, Partner, of the Mills and the Secretary to Government, Haryana, Industries Department, for and on behalf of the Governor of Haryana.

Witnesses

Sd/- K. C. Makharia,
for and on behalf of the Mills.

1. Signature

Name S.S. Agrwal, Advocate.
Address T.I.T. Bhiwani.
Dated the 2nd March, 1972.

2. Signature Sd/-

Name Kesri Chand
Address T.I.T. Mill Bhiwani (Hissar)
Dated the 2nd March, 1972.

Witnesses

Sd/- M. L. Batra,
for and on behalf of the Governor of Haryana.

1. Signature

Name Mange Ram
Address Assistant Industries Branch Haryana Civil Secretariat, Chandigarh.
Dated the 3rd May, 1972.

2. Signature Sd/-

Name A. K. Sinha
Address Deputy Secretary to Government Haryana, Industries Department.
Dated the 3rd May, 1972.

Witnesses

1. Signature J. N. Gupta.

Sureties

1. Sd/-

Name Birla Colony Bhiwani.
Address
Dated the 2nd March, 1972.

Sd/- Kishori Lal Maheshwari,
Halu Bazar, Bhiwani.

2. Signature Sd/-

Name R. L. Rajgaria
Address 9 Birla Colony
Dated the 2nd March, 1972 Bhiwani.

Sd/- Babu Lal,
Halu Bazar, Bhiwani.
for and on behalf of the Mills.

SCHEDULE

Schedule of land to be acquired by the Haryana Government :

District	Tehsil	Village	Description	Area
Hissar	.. Bhiwani	.. Bhiwani Jaunpal	Khasra No.	K. M.
			13/24/2 min	4.00
			21/2 min	2.8
			22/1 min	1.7
			16/4 min	4.16
			7/1 min	3.8
			7/2 min	4.4
			14	8.00
			13	8.0
			12	8.0
			10/2	6.19
			11	7.4
			1/1	6.4
			Grand Total	.. 64.10